SPECIFIC TERMS FOR HARDWARE DELIVERY

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1. INTRODUCTION

These specific terms for hardware delivery are product-specific terms that supplement Caspeco's general terms and conditions.

These specific terms, together with the general terms and conditions and any other appendices and product-specific terms, form an integral part of the Agreement between the Supplier and the Customer.

Defined words and expressions used in these specific terms shall have the meaning set out in these specific terms or in the general terms and conditions.

In the event of any conflict between the provisions of these specific terms and the provisions of the general terms and conditions, the provisions of these specific terms shall prevail.

2. GENERAL PROVISIONS

The Supplier undertakes to deliver to the Customer the hardware (point-of-sale systems, order and payment terminals, self-service checkouts or other hardware) ordered by the Customer under the Agreement, in accordance with these specific terms, the general terms and conditions and the Agreement in other respects.

These specific terms apply both to the Customer's purchase of hardware and to the Customer's rental of hardware as a Service. For rental of hardware as a Service, the provisions of the general terms and conditions regarding the provision of Services apply in addition to what is set out in these specific terms. Certain provisions of these specific terms apply only to the purchase of hardware, and certain provisions apply only to the rental of hardware as a Service, as set out in these specific terms.

3. PURCHASE OF HARDWARE

In the case of a purchase of hardware, the Supplier sells to the Customer the hardware specified in the Agreement. A binding purchase of the hardware arises upon the Customer's order and the Supplier's confirmation thereof.

If hardware is out of stock or in the event of delivery problems, the Supplier may, after consultation with the Customer, replace the ordered hardware with other hardware of equivalent functionality and performance. However, where the replacement entails a higher price, the Customer must approve such replacement.

4. RENTAL OF HARDWARE AS A SERVICE

In the case of rental of hardware as a Service (for example the products Trivec Handy and Westpay), the Service comprises the right to use the product software, the hardware and the support associated with the Service, in accordance with the general terms and conditions. The right of use applies during the term of the Agreement unless a separate rental period has been agreed and applies provided that the Customer pays all fees for the Service. All rented hardware is owned by the Supplier.

5. DELIVERY AND DELIVERY INSPECTION

5.1 Common provisions

Delivery shall take place in accordance with the Agreement and on the agreed delivery date. If no agreed delivery date is specified in the Agreement, delivery shall take place within a reasonable time from the conclusion of the Agreement.

Delivery of the hardware shall be made to the delivery address specified in the Agreement or otherwise agreed between the Parties.
Delivery of the hardware shall be deemed to have taken place (and the risk of the hardware thereby passes, in the case of purchased hardware) when the hardware has been delivered to the agreed delivery address. The

Supplier is responsible for transport of the hardware, at the Customer's expense, unless otherwise agreed between the Parties. The Supplier's undertakings regarding transport comprise only transport and unloading, and do not include carrying in or installation of the hardware or the handling/removal of pallets, packaging, wrapping etcetera.

The Parties may agree that a specific delivery inspection is to be carried out. If no such specific delivery inspection has been agreed, the Customer shall carry out a visual inspection of the delivery and promptly (and in any event within five (5) business days) notify the Supplier of any deviations regarding the quantity of hardware delivered, damaged packaging, etc.

5.2 Purchase of hardware

For purchases of hardware, the following applies in addition to what is set out in Section 5.1 above.

Delivery of purchased hardware normally takes place after full payment has been made in advance. If the Supplier has specifically agreed that delivery is to take place before payment, the Supplier's retention of title to the hardware applies in accordance with Section 12 of the general terms and conditions. In such a case, the Supplier thus retains title to the delivered hardware until full payment has been made and is entitled to repossess the hardware in the event of late payment.

The Customer shall, in accordance with Section 5.1 above, within five (5) business days of delivery of the hardware verify that the delivery is correct and complete and notify the Supplier if this is not the case. Otherwise, the product warranty under Section 6 below does not apply. The Customer is always entitled to return the hardware if a defect is discovered upon delivery, in which case the hardware shall be deemed to be dead on arrival (DOA). Notice that delivered hardware is dead on arrival shall be given within the stated five (5) business days of delivery. Upon notice that delivered hardware is dead on arrival, the Supplier shall promptly replace the hardware with hardware free from defects.

5.3 Rental of hardware as a Service

For rental of hardware as a Service, the provisions of Section 5.1 above apply to delivery and delivery inspection.

6. WARRANTIES AND LIABILITY FOR DEFECTS

6.1 Common provisions

The Supplier is liable for Defects in the hardware in accordance with this Section 6. "Defect" means that the hardware, at the time of delivery, (i) deviates from what has been agreed between the Parties in the Agreement regarding the properties of the hardware, or (ii) due to manufacturing or material faults, has deficiencies in construction, design or quality that affect the intended use or purpose of the hardware.

The following are not considered Defects (and the Supplier is accordingly not liable for them): faults and deficiencies in the hardware (i) resulting from normal wear and tear or deterioration, (ii) resulting from incorrect handling, negligence or incorrect use, including the Customer's failure to follow the Supplier's instructions regarding installation, storage, maintenance and use, (iii) caused by moisture or liquids, external impact, accident or other similar circumstance, (iv) where the hardware has been opened, repaired or maintained by a repairer or other third party not approved by the Supplier, (v) constituting cosmetic faults, including physical damage to the hardware's coating, such as scratches, dents or other cosmetic changes, (vi) resulting from the hardware being used together with products or services not provided or licensed by the Supplier, or (vii) otherwise arising after delivery for a reason not attributable to the Supplier (or the manufacturer of the hardware).

6.2 Purchase of hardware

The Supplier is liable for Defects in purchased hardware in accordance with the product warranty below.

The product warranty is provided to the Customer, provided that the Customer is the end user of the hardware. The product warranty is not transferable to any party other than the Customer.

The Supplier is responsible for remedying Defects in the hardware reported by the Customer within one (1) year of delivery (the "Warranty Period"), provided that the Customer can show that the Supplier is liable for the Defect in accordance with Section 6.1 above. Faults or deficiencies reported within thirty (30) days of delivery are always presumed to be Defects for which the Supplier is liable, unless the Supplier can show that it is not liable for the Defect in accordance with Section 6.1 above.

The Customer shall give notice of a Defect promptly, and in any event within three (3) months of the Customer discovering the Defect.

If the Supplier is liable for the Defect as set out above, the Supplier shall promptly remedy the Defect at its own expense by repairing, or replacing, the defective hardware or part thereof, as the Supplier considers best in the individual case.

Hardware must be returned to the Supplier in good condition in its original packaging and include all related components. The Customer shall bear the cost of returning hardware. Hardware is normally repaired at the Supplier's or the manufacturer's premises, and on-site repair at the Customer's premises is carried out only by separate agreement.

The Supplier is entitled to charge the Customer for the remedying of faults and deficiencies, including the cost of labor and spare parts, that do not constitute Defects for which the Supplier is liable under Section 6.1.

If the Supplier fails to promptly remedy the Defect, the Customer is entitled, by written notice to the Supplier, to set a reasonable final deadline for such remedy. If the Supplier has not remedied the Defect within that deadline, the Customer is entitled, at its own option, to (i) remedy the Defect itself or through a third party at the Supplier's risk and expense, or (ii) retain the defective hardware and receive a price reduction corresponding to the reduced value of the hardware to the Customer as a result of the Defect.

When the Warranty Period has expired, the Supplier's liability for Defects ceases. Depending on the hardware and the manufacturer, the manufacturer's warranty may apply after the Warranty Period, if it runs for a longer period than the Warranty Period. The manufacturer's warranty and contact information are included with the hardware. In such a case, the Customer must contact the manufacturer directly for any repairs or replacements and follow the manufacturer's return process.

6.3 Rental of hardware as a Service

The Supplier shall remedy Defects in the hardware reported by the Customer during the rental period. Defects shall be remedied in accordance with the provisions of the general terms and conditions regarding defects in the Services (see Sections 6 and 7 of the general terms and conditions), with the following supplementary provisions.

If a Defect in hardware cannot be remedied remotely, the Customer shall send the hardware to the address specified, using the special return shipping label provided by the Supplier. The Supplier will then replace the hardware and send a replacement unit to the Customer.

The Customer is obliged to take care of the hardware during the rental period and to store and use it with care, including protecting it against damage and other harm. The Supplier is entitled to charge the Customer additional costs if the hardware has been neglected or handled negligently. The Supplier is also entitled to terminate the Agreement early in the event of such negligence. The Customer shall keep the hardware insured against theft

and damage and is obliged to compensate the Supplier if rented hardware is not returned at the end of the rental period or is damaged (with the exception of normal wear and tear).

For repair and replacement of hardware as a result of circumstances for which the Customer is responsible, the Supplier reserves the right to charge costs in accordance with the applicable price list.

7. THIRD-PARTY PRODUCTS

Where services or products from third parties are required for the use of the hardware, the Customer is responsible for entering into agreements with the relevant third-party suppliers for the delivery of such services or products, unless the Parties have specifically agreed in the Agreement that the Supplier is to deliver such Third-Party Products.

Where Third-Party Products are included in the delivery under the Agreement, the Supplier's delivery of, and liability for, such products is governed by the provisions regarding Third-Party Products in the general terms and conditions.

8. FEES AND PAYMENT

For purchases of hardware, the Customer shall pay the sales price specified in the Agreement, plus any additional freight/handling costs, customs duties, brokerage fees and any sales, use, harmonized, value added or similar taxes.

For rental of hardware as a Service, the Customer shall pay the periodic fee for the Service specified in the Agreement, with invoicing taking place monthly in advance.

Payment terms and related matters are governed by Section 12 of the general terms and conditions.

9. AMENDMENTS TO THESE SPECIFIC TERMS

The Supplier is entitled to amend or supplement these specific terms during the term of the Agreement, in accordance with the provisions on amendments to the general terms and conditions (see Section 22 of the general terms and conditions). Notwithstanding the foregoing, the Supplier is not entitled to amend these specific terms to the Customer's detriment with respect to purchased hardware that has already been ordered and/or delivered at the time of the amendment (but may do so for rental of hardware as a Service, to which the aforementioned Section 22 of the general terms and conditions shall apply).